

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** October 28, 2019  
**Time:** 7:00 pm  
**Location:** Council Chambers, Town Hall

**Members Present** Mayor David Kogon  
 Deputy Mayor Sheila Christie  
 Councillor Jason Blanch  
 Councillor Darrell Jones  
 Councillor Wayne MacKenzie  
 Councillor Terry Rhindress

**Members Absent** Councillor Vince Byrne

**Staff Present** Greg Herrett, CAO  
 Jason MacDonald, Deputy CAO Operations  
 Greg Jones, Fire Chief  
 Dwayne Pike, Police Chief  
 Tom McCoag, Corporate Communications Officer  
 Andrew Fisher, Manager of Planning & Strategic Initiatives  
 Shelley Rector, Chief Financial Officer  
 Kim Jones, Municipal Clerk  
 Natalie LeBlanc, Deputy Clerk

**1. CALL TO ORDER**

Mayor Kogon called the meeting to order at 7:00 P.M.

**2. TERRITORIAL ACKNOWLEDGMENT**

Mayor Kogon gave the Territorial Acknowledgement.

**3. O CANADA**

Ethan Pettigrew did the singing of O Canada.

**4. APPROVAL OF AGENDA/MINUTES**

**4.1 Approval of the Agenda**

Moved By Councillor MacKenzie

Seconded By Councillor Jones

To approve the agenda as circulated.

**Motion Carried**

**4.2 Approval of Minutes**

**4.2.1 September 23, 2019 Regular Council**

Moved By Councillor Rhindress

Seconded By Deputy Mayor Christie

To approve the minutes of the September 23, 2019 regular Council meeting.

**Motion Carried**

**5. REQUESTS FOR DECISION**

**5.1 Election of Deputy Mayor**

Mayor Kogon called for nominations to the Office of Deputy Mayor. Deputy Mayor Christie was nominated by Councillor Blanch; Councillor Rhindress was nominated by Councillor Jones. Mayor Kogon called further nominations. There being none, nominations ceased and voting was done by secret ballot. The ballots were counted and it was determined the vote was in favour of Deputy Mayor Christie.

Moved By Councillor Blanch  
 Seconded By Councillor MacKenzie  
 That Deputy Mayor Christie be re-appointed to the Office of Deputy Mayor  
 for the period November 1, 2019 to October 31, 2020.

Motion Carried

## 5.2 Council Committee Appointments

Moved By Deputy Mayor Christie  
 Seconded By Councillor Blanch  
 That Council approve the following committee appointments for one-year  
 terms expiring October 31, 2020:

### Mayor Kogon

- Audit Committee
- Regional Emergency Management Committee

### Deputy Mayor Christie

- Audit Committee
- Planning Advisory Committee
- Amherst Board of Police Commissioners (October 31, 2022)
- YMCA Board of Directors

### Councillor Blanch

- Audit Committee
- Municipal Alcohol Project
- Tree Advisory Committee
- North Tyndal Wellfield Advisory Committee
- Planning Advisory Committee

### Councillor Byrne

- Audit Committee
- Amherst Board of Police Commissioners (October 31, 2020)
- Cumberland Joint Services Management Authority (CJSMA)
- Regional Emergency Management Committee

### Councillor Jones

- Audit Committee
- Amherst Board of Police Commissioners (October 31, 2022)
- Senior Safety Advisory Group
- North Tyndal Wellfield Advisory Committee

### Councillor MacKenzie

- Audit Committee
- Cumberland Public Libraries Board
- L.A. Animal Shelter

### Councillor Rhindress

- Audit Committee
- Cumberland Joint Services Management Authority
- Northern Region Solid Waste Committee
- Planning Advisory Committee

AND FURTHER, that all members of Council be appointed to the Committee  
 of the Whole of Amherst Town Council.

Motion Carried

**5.3 Audit Committee Citizen Appointments****Moved By Councillor MacKenzie****Seconded By Deputy Mayor Christie****That Rob Small and Jeff Brennan be appointed to the Audit Committee for two year terms expiring October 31, 2021.****Motion Carried****5.4 CN Agreements****Moved By Councillor Rhindress****Seconded By Councillor MacKenzie****That Council authorize the Mayor and CAO to sign the Crossing Warning System Modification Agreements as presented.****Motion Carried**

THIS AGREEMENT effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN: CANADIAN  
 NATIONAL RAILWAY COMPANY, a corporation having its  
 head office at 935 de La Gauchetière Street West, Montréal,  
 Québec H3B 2M9

(hereinafter the  
 "Railway")

AND:

TOWN OF AMHERST  
 98 East Victoria Street  
 Amherst, Nova Scotia  
 B4H 1X6

(hereinafter the "Road Authority")

WHEREAS Order no° R-25039 of the Canadian Transport Commission, dated June 24, 1977, ordered the Canadian National Railway, to install a grade crossing warning system consisting of flashing light signals and bell, at the grade crossing of Anson avenue, at mileage 75.46, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

WHEREAS the parties agreed in accordance with letters sent by CN on August 15, 1995 and by the Town of Amherst on June 26, 1996, to upgrade the warning system by adding an extra signal with flashing lights in the south west quadrant as well as to modify the cost apportionment related to the maintenance of warning system to 50% Road Authority and 50% Railway, at the grade crossing of Anson avenue at the mileage 75.46, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

AND WHEREAS the parties are contemplating a modification to the existing crossing warning system, that modification consisting of adding additional flashing lights, gates and a constant warning device (hereinafter the "crossing warning system"), at the grade crossing of Anson avenue, at mileage 75.46, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The Railway, as the party proposing to undertake the work, will file an application pursuant to the Railway Safety Act ("the Act"), for a grant in respect of the cost of this proposed railway work as defined in the Act.
2. Upon confirmation from the Minister that funding has been authorized, the Railway will carry out the proposed railway work. The parties acknowledge that the Minister's funding is discretionary and as such the Minister may decide not to fund some of the costs established under the Agency's Guide to Railway Charges for Crossing Maintenance and Construction such as overhead rates. For further information on those costs which have been established under the Agency's Guide but which may not be fully funded by Transport Canada, reference may be made to the RSIP-ITR Applicant's Guide, published by Transport Canada. The determination by the Minister not to fund certain costs under the Rail Safety Improvement Program shall not relieve the parties of their respective payment obligations hereunder.
3. 12.5% of the total cost of the crossing warning system modification (as determined pursuant to clause 5) shall be paid by the Road Authority.
4. The cost of maintaining the crossing warning system shall be paid 50% by the Road Authority and 50% by the Railway (as determined pursuant to clause (5)).

5. The Railway shall prepare all accounts for work performed by the Railway for both installation and maintenance using rates as stipulated in the latest Guide to Railway Charges for Crossing Maintenance and Construction as issued by the Canadian Transportation Agency (the "Agency"). In the event that the Agency should discontinue publishing same, the accounts shall be based on the Railway's costs including overheads.
6. For greater certainty, the Road Authority's financial responsibility associated with the crossing shall include the cost of flagging, which shall be calculated in accordance with the latest Guide to Railway Charges for Crossing Maintenance and Construction, or as agreed to by the Parties in the Work Permit.
7. If at any time during the continuance of this Agreement the parties agree on the requirement for modification to the crossing warning system, the terms associated with the modifications will be agreed to by the parties in a separate agreement.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and all applicable federal laws and regulations.
9. This Agreement is not assignable without the prior written consent of both parties, which consent will not be unreasonably withheld. Notwithstanding the above, in the event of the transfer of its line for continued operations, the Railway will have the right to assign this Agreement to any subsequent owner. The Road Authority will also have the right to assign responsibility for the highway to another road authority on condition that the highway maintains its public status.
10. This Agreement shall become effective on the date appearing on page 1 of this Agreement and shall continue until either the Railway discontinues its operations at this location, or the Road Authority closes the highway at this location, or the Minister notifies the parties that funding will not be provided, or upon the written consent of both parties.
11. Upon termination of the Agreement, the Railway shall be responsible for dismantling the crossing warning system at the Railway's cost.
12. The parties agree to settle disputes by way of negotiations. Should negotiations fail, either party may make an application to the Agency for matters within the Agency's jurisdiction. For matters not within the Agency's jurisdiction, either party may refer the matter to a court of competent jurisdiction.
13. Upon execution, the Railway may file this Agreement with the Agency.
14. Subject to clause 13, this Agreement is confidential and the Agreement or any of its terms and conditions shall not be disclosed to any third party, person or association except and to the extent as may be required by law or upon the prior written consent of all parties hereto.
15. The preamble to this Agreement forms an integral part of the Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective representatives hereunto duly authorized, as of the date first above written.

CANADIAN NATIONAL RAILWAY COMPANY

Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name [please print]

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

TOWN OF AMHERST

Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name [please print]

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

THIS AGREEMENT effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY, a corporation  
having its head office at 935 de La Gauchetière Street  
West, Montréal, Québec H3B 2M9

(hereinafter the  
"Railway")

AND:

TOWN OF AMHERST  
98, East Victoria Street  
Amherst, Nova Scotia  
B4H 1X6

(hereinafter the "Road  
Authority")

WHEREAS Order no°94590 of the Board of Commissioners for Canada, dated June 13, 1958, ordered the Canadian National Railway, to install a grade crossing warning system consisting of two flashing light signals and one bell, at the grade crossing of Chamberlain Street, at mileage 75.92, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

WHEREAS Order no°R-33998 of the Canadian Transport Commission, dated June 17, 1982, ordered the Canadian National Railway, to install a grade crossing warning system consisting of a twelve foot cantilever signal, at the grade crossing of Chamberlain Street, at mileage 75.92, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

WHEREAS Order no°1988-R-23 of the National Transportation Agency of Canada, dated February 1, 1988, ordered the Canadian National Railway, to install a grade crossing warning system consisting of installing short arm gates, a third signal, a constant warning time control and removing the cantilever structure, at the grade crossing of Chamberlain Street, at mileage 75.92, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

AND WHEREAS the parties are contemplating a modification to the existing crossing warning system, that modification consisting of adding additional flashing lights (hereinafter the "crossing warning system"), at the grade crossing of Chamberlain Street, at mileage 75.92, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The Railway, as the party proposing to undertake the work, will file an application pursuant to the Railway Safety Act ("the Act"), for a grant in respect of the cost of this proposed railway work as defined in the Act.

2. Upon confirmation from the Minister that funding has been authorized, the Railway will carry out the proposed railway work. The parties acknowledge that the Minister's funding is discretionary and as such the Minister may decide not to fund some of the costs established under the Agency's Guide to Railway Charges for Crossing Maintenance and Construction such as overhead rates. For further information on those costs which have been established under the Agency's Guide but which may not be fully funded by Transport Canada, reference may be made to the RSIP-ITR Applicant's Guide, published by Transport Canada. The determination by the Minister not to fund certain costs under the Rail Safety Improvement Program shall not relieve the parties of their respective payment obligations hereunder.

3. 12.5% of the total cost of the crossing warning system modification (as determined pursuant to clause 5) shall be paid by the Road Authority.
4. The cost of maintaining the crossing warning system shall be paid 50% by the Road Authority and 50% by the Railway (as determined pursuant to clause 5).
5. The Railway shall prepare all accounts for work performed by the Railway for both installation and maintenance using rates as stipulated in the latest Guide to Railway Charges for Crossing Maintenance and Construction as issued by the Canadian Transportation Agency (the "Agency"). In the event that the Agency should discontinue publishing same, the accounts shall be based on the Railway's costs including overheads.
6. For greater certainty, the Road Authority's financial responsibility associated with the crossing shall include the cost of flagging, which shall be calculated in accordance with the latest Guide to Railway Charges for Crossing Maintenance and Construction, or as agreed to by the Parties in the Work Permit.
7. If at any time during the continuance of this Agreement the parties agree on the requirement for modification to the crossing warning system, the terms associated with the modifications will be agreed to by the parties in a separate agreement.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and all applicable federal laws and regulations.
9. This Agreement is not assignable without the prior written consent of both parties, which consent will not be unreasonably withheld. Notwithstanding the above, in the event of the transfer of its line for continued operations, the Railway will have the right to assign this Agreement to any subsequent owner. The Road Authority will also have the right to assign responsibility for the highway to another road authority on condition that the highway maintains its public status.
10. This Agreement shall become effective on the date appearing on page 1 of this Agreement and shall continue until either the Railway discontinues its operations at this location, or the Road Authority closes the highway at this location, or the Minister notifies the parties that funding will not be provided, or upon the written consent of both parties.
11. Upon termination of the Agreement, the Railway shall be responsible for dismantling the crossing warning system at the Railway's cost.
12. The parties agree to settle disputes by way of negotiations. Should negotiations fail, either party may make an application to the Agency for matters within the Agency's jurisdiction. For matters not within the Agency's jurisdiction, either party may refer the matter to a court of competent jurisdiction.
13. Upon execution, the Railway may file this Agreement with the Agency.
14. Subject to clause 13, this Agreement is confidential and the Agreement or any of its terms and conditions shall not be disclosed to any third party, person or association except and to the extent as may be required by law or upon the prior written consent of all parties hereto.
15. The preamble to this Agreement forms an integral part of the Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective representatives hereunto duly authorized, as of the date first above written.

CANADIAN NATIONAL RAILWAY COMPANY

Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name [please print]

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

## TOWN OF AMHERST

Signed in the presence of:

\_\_\_\_\_  
Witness Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Witness Name [please print]\_\_\_\_\_  
Name [please print]\_\_\_\_\_  
Date\_\_\_\_\_  
Title [please print]\_\_\_\_\_  
Date

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BETWEEN: CANADIAN  
NATIONAL RAILWAY COMPANY, a corporation having its  
head office at 935 de La Gauchetière Street West, Montréal,  
Québec H3B 2M9

(hereinafter the  
"Railway")

AND:

TOWN OF AMHERST  
98, East Victoria Street  
Amherst, Nova Scotia  
B4H 1X6

(hereinafter the "Road Authority")

WHEREAS Order no° 110978 of the Board of Transport Commissioners for Canada, dated April 18, 1963, ordered the Canadian National Railway, to install a grade crossing warning system consisting of two short arm gates, two flashing light signals and one bell, at the grade crossing of Victoria Street, at mileage 76.95, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

WHEREAS Order no° 1988-R-768 of the National Transportation Agency of Canada, dated August 31, 1988, ordered the Canadian National Railway, to install a grade crossing warning system consisting of a motion detection circuits on the siding track, at the grade crossing of Victoria Street, at mileage 76.95, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

AND WHEREAS the parties are contemplating a modification to the existing crossing warning system, that modification consisting of adding additional flashing lights (hereinafter the "crossing warning system"), at the grade crossing of Victoria Street, at mileage 76.95, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The Railway, as the party proposing to undertake the work, will file an application pursuant to the Railway Safety Act ("the Act"), for a grant in respect of the cost of this proposed railway work as defined in the Act.
2. Upon confirmation from the Minister that funding has been authorized, the Railway will carry out the proposed railway work. The parties acknowledge that the Minister's funding is discretionary and as such the Minister may decide not to fund some of the costs established under the Agency's Guide to Railway Charges for Crossing Maintenance and Construction such as overhead rates. For further information on those costs which have been established under the Agency's Guide but which may not be fully funded by Transport Canada, reference may be made to the RSIP-ITR Applicant's Guide, published by Transport Canada. The determination by the Minister not to fund certain costs under the Rail Safety Improvement Program shall not relieve the parties of their respective payment obligations hereunder.
3. 12.5% of the total cost of the crossing warning system modification (as determined pursuant to clause (5)) shall be paid by the Road Authority.
4. The cost of maintaining the crossing warning system shall be paid 100% by the Railway (as determined pursuant to clause 5).

5. The Railway shall prepare all accounts for work performed by the Railway for both installation and maintenance using rates as stipulated in the latest Guide to Railway Charges for Crossing Maintenance and Construction as issued by the Canadian Transportation Agency (the "Agency"). In the event that the Agency should discontinue publishing same, the accounts shall be based on the Railway's costs including overheads.

6. For greater certainty, the Road Authority's financial responsibility associated with the crossing shall include the cost of flagging, which shall be calculated in accordance with the latest Guide to Railway Charges for Crossing Maintenance and Construction, or as agreed to by the Parties in the Work Permit.

7. If at any time during the continuance of this Agreement the parties agree on the requirement for modification to the crossing warning system, the terms associated with the modifications will be agreed to by the parties in a separate agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and all applicable federal laws and regulations.

9. This Agreement is not assignable without the prior written consent of both parties, which consent will not be unreasonably withheld. Notwithstanding the above, in the event of the transfer of its line for continued operations, the Railway will have the right to assign this Agreement to any subsequent owner. The Road Authority will also have the right to assign responsibility for the highway to another road authority on condition that the highway maintains its public status.

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11. Upon termination of the Agreement, the Railway shall be responsible for dismantling the crossing warning system at the Railway's cost.

12. The parties agree to settle disputes by way of negotiations. Should negotiations fail, either party may make an application to the Agency for matters within the Agency's jurisdiction. For matters not within the Agency's jurisdiction, either party may refer the matter to a court of competent jurisdiction.

13. Upon execution, the Railway may file this Agreement with the Agency.

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15. The preamble to this Agreement forms an integral part of the Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective representatives hereunto duly authorized, as of the date first above written.

CANADIAN NATIONAL RAILWAY COMPANY

Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name [please print]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

TOWN OF AMHERST

Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name [please print]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

**5.5 Budget Management Policy****Moved By Councillor Jones****Seconded By Councillor Blanch****That Council approve the revised Budget Management Policy as presented.****Motion Carried**

TOWN OF AMHERST POLICY

NUMBER 03450-04

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**DEPARTMENT: All Town Departments****TITLE: Budget Management Policy**

Minutes reference date: November 27, 2017 February 25, 2019 October 28, 2019

**Policy Statement:**

1. The Town of Amherst (hereinafter referred to as "the Town") strives for a high level of public confidence in its budgeting process and recognizes that the resulting tax burden has an impact on the overall financial burden of the taxpayers of the Town. Copies of the proposed Capital and Operating Budgets will be posted on the website using the existing system for Council meetings. These meetings will be live streamed for the public. Once decisions are completed, a final copy will be posted on the website.
2. Public accountability is rooted in the belief that the public has the right to know and the right to be provided with reliable financial information. It is this sharing of information that opens the dialogue between citizens and elected representatives.

**Policy Objectives:**

3. The Town is committed to:
  - a) Preparing budgets in a fair, open, consistent, and transparent manner to establish the confidence of the taxpayer and other stakeholders;
  - b) Complying with the *Municipal Government Act* and other applicable laws or policies and resolutions of Council;
  - c) Promoting strategic business planning;
  - d) Ensuring Town operations function in an efficient and effective manner;
  - e) Being accountable for budget decisions.

**Definitions:**

4. For the purpose of this policy, the following definitions are provided:
  - a) **Operating Budget:** Budget document containing operating costs for day to day operations, transfers to other governments and agencies, transfers to reserves, and other fiscal expenditures; this document, as presented to and approved by Council, is used to calculate the tax rates, user fees and other charges;
  - b) **Capital Budget:** Budget document containing the capital plan for the current and future years; outlines the source of funding for each project and anticipated spending. The first-year projects and major projects for year two will be approved by Council, with subsequent years approved in principle only;
  - c) **Uniform Assessment (UA):** An amount calculated by the Province of Nova Scotia which is calculated as the sum of all taxable assessments plus the capitalized value of all grants or payments received in lieu of taxes;
  - d) **General Tax Rate:** This rate covers all operating costs, other than those costs covered by the area rates for Mandatory Provincial Contribution and Community Support. These costs include all municipal services such as fire, police, public works, recreation, economic development and administrative costs, less the revenue generated from such things as services provided to other local governments, sale of services, equalization, conditional grants, etc.
  - e) **Uniform Charges:**

- a. **Solid Waste Management Uniform Charge:** This uniform charge is levied on each dwelling unit within the boundaries of the Town of Amherst in residential premises with less than four such dwelling units. The Solid Waste Management Uniform Charge is set by Council resolution.
  - b. **Wastewater Treatment Facility Uniform Charge:** Offsets expenses for sewer services for those who are not charged a sewer base charge. It is a uniform charge for unmetered mobile homes within a land leased.
- f) **Sewer Charges:** rates charges for sewer services provided by the Town. Sewer charges are set pursuant to the Sanitary Sewer Rates By-law (D019).
- g) **User fees:** charge for use of Town facilities or services are set by the User Fee Policy (03470-03).
- h) **Water:** the water rates are set pursuant to an Order of the Nova Scotia Utility and Review Board (NSUARB). Operating and capital budgets are approved annually by Council and submitted to the NSUARB.
- i) **Mandatory Provincial Contribution Rate** includes the cost of:
- i. **Education –** The Town is required (as are all municipalities) to provide funding to the Regional School Board under the *Education Act*. This mandatory education contribution is determined by taking the Town's Uniform Assessment figure and multiplying by the education rate as set by the Province of Nova Scotia.
  - ii. **Property Valuation Services Corporation (PVSC - Assessment) –** The Town is required (as are all municipalities) to provide funding to pay a share of the cost of operating the provincial assessment system. The Town pays a portion of the total PVSC costs, based on the Town's share of Uniform Assessment and the Town's share of assessment accounts across the province.
  - iii. **Correction Services –** the Town is required (as are all municipalities) to make a mandatory contribution to the Province to fund the cost of operations of the provincial correctional facilities for all of Nova Scotia. This includes youth and adult correctional facilities. The contribution is set by the Province of Nova Scotia and is based on the Town's share of Uniform Assessment (50%) and the Town's dwelling units (50%).
  - iv. **Housing –** The Cobequid Housing Authority administers and manages 262 (2017) public non-profit housing units for seniors and families on low incomes within the Town. The Town is required to fund a portion of the prior year deficit of the Cobequid Housing Authority annually.
  - v. **Regional Library –** The Nova Scotia Department of Communities, Culture and Heritage sets the annual contribution requirements for regional libraries from the regional municipal units. In Amherst the Cumberland Public Library costs are shared on a percentage basis between the Town of Amherst, the Municipality of the County of Cumberland and the Town of Oxford. This amount excludes the costs associated with the operation and maintenance of the building which is paid for by the Town of Amherst.
- j) **Community Support Area Rate** includes:
- i. **Community Support Grants Policy -** all costs that are covered in Policy 72000-08
  - ii. **Tax Exemption Bylaw –** All costs that are covered by Bylaw B-1
  - iii. **Tax Reduction Policy -** All costs that are covered by Policy 03800-02
  - iv. **Community Events –** The Community Events covers costs for such things as the Town's holiday events (Christmas light up, New Year's Eve, Music in the Park, etc.), festivals and other events.
  - v. **Youth Free Ice Time –** the costs for providing aims to increase participation, physical activity and affordability in youth programs such as figures skating, minor hockey and public skating by reducing barriers through reduced registration and user fees.
  - vi. **Cumberland YMCA –** The Town contributes \$100,000 annually to the Cumberland YMCA to aid in the financial viability of the Cumberland YMCA.

**Application:**

5. This policy applies to budget activities of all departments of the Town effective (*date approved by Council*).

6. This policy applies to budgeting by the Town for Operating and Capital funds, including budgets for the Town of Amherst Water Utility.
7. The CAO will ensure budgeting practices are consistent with the *Municipal Government Act* and all other relevant provincial statutes.
8. The CAO will ensure a procedure is in place to guide Town staff in the budget process.

#### **Governance and the Budget Process:**

9. The Town of Amherst is governed by Town Council and operates under the Council/Chief Administrative Officer (CAO) system. As outlined in the *Nova Scotia Municipal Government Act*, it is the responsibility of the CAO to provide advice to Council and to administer the operations of the Town in accordance with the policies and programs approved by Council.
10. The fiscal year of the Town is April 1 to March 31. The annual budgeting process is preceded by a planning process that identifies priority initiatives for the upcoming fiscal year, based on the strategic directions previously established by Council.
11. Municipalities in Nova Scotia are not permitted to accumulate deficits. Municipal debt, with few exceptions is permitted only for the acquisition of capital assets which the municipality defines as acquisitions of tangible capital assets greater than \$5,000 with an estimated useful life in excess of one year.
12. On an annual basis, costs are established for programs and initiatives and are reflected in the Operating and Capital budgets. Tax rates are calculated to generate the revenue required to fund the various programs and services. These rates are determined in conjunction with the annual assessments of properties in the Town, as established annually through the Assessment Roll generated by the Nova Scotia Property Valuation Services Corporation (PVSC).

#### **Calculation of Rates**

13. Each of the Residential and Commercial rates has three components, which are listed below and defined in Section 4. All rates in this section are expressed as per \$100 of assessment. The calculation to determine each one is:
  - a) Mandatory Provincial Contribution Area Rate  
The sum of the costs of Education, Property Valuation Services Corporation Assessment, Corrections Services, Housing and Regional Library, divided by the sum of all the taxable property assessment values as provided by PVSC, including grants in lieu.
  - b) The Community Support Area Rate  
The sum of the costs of Community Support Grants Policy, Tax Exemption Bylaw, Tax Reduction Policy, Community Events, and the Cumberland YMCA divided by the sum of all the taxable property assessment values as provided by PVSC, including grants in lieu.
  - c) General Tax Rate
    1. Residential – total operating expenditure budget (excluding solid waste and sewage) less the revenue generated by the area rates for the Mandatory Provincial Contribution and Community Support, as well as other non-tax revenue (i.e.: own source revenue, equalization, etc.) divided by the taxable residential and resource property assessment values as provided by PVSC .
    2. Commercial – Total operating expenditure budget (excluding solid waste and sewage) less the revenue generated by the area rates for the Mandatory Provincial Contribution and Community Support, as well as other non-tax revenue (i.e.: own source revenue, equalization, etc.) divided by the Commercial taxable property assessment values as provided by PVSC, including grants in lieu.
14. To meet the objective of preparing budgets in a fair, open, consistent, and transparent manner, budget documents for each of the rates outlined in section 4 will be prepared and included as part of the Council package for the months approval is being requested. Budget meetings will be live streamed on the Town's website.

#### **Council Approval**

15. Council will consider setting:
  - a) The Mandatory Provincial Contribution Area Rate by no later than the end of February of each year based on the available information from the Province at that time, and will communicate it to the public through social media;
  - b) The Community Support Area Rate and the General Tax Rate will be approved in the months following the setting of the Mandatory Provincial Contribution Rate with the goal of having all rates set before April 1.

Resolutions of Council are required to approve the rates and the operating and capital budgets.

**Authority of CAO:**

16. The Chief Administrative Officer (CAO) of the Town has authority to manage the Town within approved budgets, under this policy, and in compliance with any other Council policy or resolution in effect.
17. The CAO is responsible for ensuring compliance with this policy. The CAO may delegate his/her authority to spend approved budgets to any employee of the Town. All Town staff to whom the CAO delegates authority to make expenditures within approved budgets shall comply with all applicable bylaws, policies or resolutions of Council, the *Public Procurement Act*, Trade Agreements, and with any other restriction imposed by law.
18. In any given year there may be operating budget overruns that are unpredictable and unavoidable. Examples of such overruns include increases in amounts paid for Mandatory Provincial Contribution (Education, Regional Library, Housing, etc.) as well as expenditures for services that are dependent on forces that are uncontrollable by staff (snow management impacted by weather conditions, EMO situations, decisions of Council for action but with no dollar value approved in the budget, etc.). Such cost overruns may be approved by the CAO without prior approval of Council but must be reported to Council as per section 23 of this policy.
19. The CAO has additional authority to exceed the operating budget provided that the Town is still within the overall budget. The CAO has authority to expend these funds for any purpose that the Town has authority to spend but cannot use the funds to create new programs or services that are material in amount or that may be seen to commit the Town to material funding beyond the current fiscal year.
20. The CAO may authorize expenditures in excess of the capital budget on approved capital items or projects as outlined in the Procurement Policy, 03700-01 Section 9. Such authorization will be reported to Council as per section 23 of this policy.
21. The CAO may authorize expenditure of capital funds where the expenditure will be financed by an outside party (i.e. a developer, other level of government, agency, etc.) and where the expenditure is consistent with a prior action of Council (development approval, bylaw, policy, resolution, etc.). The CAO shall not have the authority to approve overages under this section if it stems from a significant change in scope subsequent to the award of the contract.
22. In an emergency situation the CAO is authorized to make reasonable and informed procurement decisions (Operating and Capital) which are determined by him/her to be necessary, as outlined in the Procurement Policy, 03700-01 Section 9. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts; these must be reported to Council as per Section 23 of this policy.

**Reporting :**

23. The CAO is responsible for timely reporting to Council on the Capital and Operating budget variances and general / emergency related over-expenditure approvals; this will be done in conjunction with the Quarterly Financial Reporting to the Audit Committee. However, over-expenditures approved by the CAO that exceed \$50,000 will be reported to Council at the earliest opportunity. Interim reporting may also be done at the discretion of the CAO.

**5.6 Community Support Grants Policy**

**Moved By Deputy Mayor Christie**

**Seconded By Councillor MacKenzie**

**That Council approve the revised Community Support Grants Policy as presented.**

**Motion Carried**

**TOWN OF AMHERST POLICY**

**NUMBER 72000-08**

**PAGE 12 of 9**

**DEPARTMENT: ALL TOWN DEPARTMENTS**

**TITLE: COMMUNITY SUPPORT GRANTS POLICY**

Minutes reference date: 23 September 2013 27 October 2014 21 May 2015 25 June 2018  
24 September 2018 28 October 2019

**POLICY STATEMENT**

1. The Community Support Grants Policy guides the allocation of financial and in-kind contributions to non-profit or charitable organizations that are based in the Town of Amherst and are considered by Council to enhance the lives of residents. Every year the Town receives more grant requests than it can fund. The purpose of this policy is to establish equitable guidelines for the distribution of limited amounts of funds to non-profit and charitable organizations in the community in a manner approved by Council.
2. This program does not govern the following, which are separately administered:
  - (1) Tax Exemption for Non-Profit Organizations (full and partial tax exemption by-laws); and
  - (2) Residential Property Tax Rebates (low-income homeowners).

**POLICY OBJECTIVES**

3. The objectives of this policy are:
  - (1) To outline the requirements to apply and be considered for a Community Support Grant from the Town of Amherst;
  - (2) To ensure that groups applying for Community Support Grants are evaluated on a consistent, equitable basis, utilizing the same evaluation criteria; and
  - (3) To provide for public disclosure of a list of grant recipients and the amounts of those grants.

**EXCLUSIONS**

4. The following are exclusions from the grant program:
  - (1) It is not the intent of this policy to fund activities of organizations that are clearly within the mandate of the Government of Nova Scotia (hospitals, medical programs, treatment services or social services programs) or the Government of Canada (e.g. health, social services, housing).
  - (2) The Town of Amherst will not consider requests received as part of general (mass) mailing or telemarketing campaigns.
  - (3) Funding applications will not be considered from the following:
    - Businesses;
    - Provincial Government organization like
    - School Boards or quasi government organizations;
    - Non-profit organizations for the purpose of funding accumulated deficits;
    - Any organization for the purpose of fundraising to distribute to other organizations/individuals; and
    - Organizations with political affiliations.
  - (4) Funding will not normally be provided to religious organizations where services include the promotion or required adherence to a particular belief.
  - (5) Funding will also not normally be provided to fundraising campaigns of national charitable organizations.
  - (6) Funding will not normally be provided to organizations who are planning to give proceeds of the event to another organization.

**ALLOCATION OF FUNDS**

5. Council is not obligated to:
  - (1) Provide funding in the form of Community Support Grants;
  - (2) Spend all the funds allocated for grants in any given year;
  - (3) Award the full amount requested in an application; or
  - (4) Renew any grant.

**SPECIAL CONSIDERATION**

The following Grants are provided annually, and the recipients must comply with the applicable requirements under the **application process** below. Failure to do so could result in future funding being suspended.

- a) Amherst Food Assistance Network
- b) Cumberland Early Intervention Program
- c) Sexual Health Centre for Cumberland County
- d) Cumberland County Transition House (Autumn House)
- e) Senior's Safety Advisory Committee
- f) Cumberland County Museum
- g) Amherst Little League Baseball Association

- h) Amherst Little League T-Ball Baseball
- i) NSCC Grant last payment fiscal 2021/22
- j) Maggie's Place

Council reserves the right to discontinue and/or alter funding for these organizations without notice. Council will ensure consideration is made to provide notice to applicants or a gradual decrease to the amounts above wherever possible. Support for these organization and the amounts are reviewed annually. It is anticipated that funding from the Town of Amherst is note the main source of funding for the above organizations.

### LIMITATIONS

6. The following limitations apply to funding for the Programs listed below:
- a) Funding shall be limited to no more than 40% of overall costs for an event or program.
  - b) Funding will be provided for a maximum of five consecutive years.
  - c) Funding cannot be used to purchase alcohol.
  - d) An organization can only apply for funding under either the regular Community Grant or "A" Fresh start for the same activity, item or event. For example, an event cannot apply under "A" Fresh Start and under the Festivals and Events Grant.
  - e) Those organizations receiving funding under number seven above are not eligible for funding under the programs listed below.

### PROGRAMS

7. The following are a list of the grants available:

a) "A" Fresh Start

There are two annual intakes with a maximum annual allocation \$35,000. See Appendix A.

b) Sport and Physical Activity Grants and Assistance

- i. Maximum funding considered under this component will be \$500 for a team and \$250 for an individual.
- ii. This includes amounts for teams traveling to Provincial, National and International competitions when the team or individual has been successful at a regional qualifying competition recognized by its relevant provincial or national umbrella organization (e.g. Hockey Nova Scotia or Skate Canada).
- iii. The team is in the Town of Amherst and is considered by the provincial or national umbrella organization to be the home for the team.
- iv. The individual is competing as an individual and has their principal residence in the Town of Amherst.

c) Festivals and Events Grants

- i. Less than 1,000 people anticipated to participate:
  - 1. Maximum funding considered under this component will be \$1,000
  - 2. Must demonstrate broad community support; and
  - 3. Provides a unique experience not duplicated by other ongoing events, festivals or activities.
- ii. More than 1,000 people participating:
  - 1. Maximum funding will be determined by Council but will not exceed \$5,000;
  - 2. Draw spectators from the Maritimes, nationally or internationally and increases the profile of our community; and
  - 3. Must be a minimum of three days in length and must be affiliated with a local community non-profit organization.

d) Organizational Equipment

Operational and capital equipment purchase requests will be considered by Council to a maximum of \$500.

e) Community Well-Being

Funds have been allocated for initiatives that directly impact community well-being and result in a reduction in poverty in the community. The reporting requirements and limitations in section 8 apply to these grants.

- i. Applications will be considered up to a maximum of \$5,000

### APPLICATION PROCESS

8. The following outlines the application process:
- a) Applications may be submitted throughout the year. Council reserves the right to refer the request to the following year's budget process if they deem so appropriate. Budget deliberations begin in November of each year. Deadline for submission is December 1st of each year for the following fiscal year. The Town's fiscal years runs April 1-March 31.

- b) Council will only approve one application per year per group in addition to the "A" Fresh Start grant. Applications for "A" Fresh Start must be for new initiatives and must not include events applied for under the Community Support Grant process.\
- c) An applicant for amounts under \$1,000 must submit the following information as application for grant funds:
  - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
- d) An applicant for amounts over \$1,000 must submit the following information as application for grant funds:
  - a. A complete Community Grant Application in the form prescribed by the Town of Amherst, including a proposed budget for the project.
  - b. The most current financial statements of the organization designated to receive the grant funds in the application, as well as a budget for the upcoming year.
- e) The Town of Amherst may request additional information.

### **APPROVAL PROCESS**

9. The follow outlines the approval process for applications:

- (1) Staff will review the applications to ensure the proper information has been provided. Applicants who have not provided proper information will be identified in the information provided for the Committee of the Whole meeting;
- (2) Applications will be reviewed at Committee of the Whole for eligibility, evaluation and recommendation to Council;
- (3) Council determines all grant levels per organization as per maximum allocations identified in number 9 above.

10. Council retains the authority to provide amounts over the maximum amounts in unusual or special circumstances where it is in the Town's best interest to do so.

11. Following annual Council budget deliberations, successful applicants will be notified in writing of their grant amount, as well as any additional conditions that must be met by the applicant in order to receive the full amount of funding offered.

### **AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER**

12. The Chief Administrative Officer (CAO) may approve applications submitted under this sections 6 B (1, 2 & 3) and 6 C (1) of this policy that are \$500 and less, provided such applications qualify in accordance with this policy and fall within the thresholds established. Council will be notified by email upon approval of each application and a media release will be issued to communicate the support provided by the town under the application. A list of applications approved will be provided to Council quarterly. (March, June, September and December)

### **PAYMENT PROCESS**

13. For amounts over \$1,000 payment will be made as follows:

- (1) 75% at the time of award
- (2) 25% at the time of receipt of the final report. Reports must be received by no later than March 31 in the year of award. Failure to submit final reports by March 31, will result in the final 25% not being awarded.

### **CONDITIONS**

14. Grant recipients shall:

- (1) Make no misrepresentation on their application;
- (2) Use the grant as described in the application;
- (3) Provide a final report after the completion of the activity; and
- (4) Use the funds in the year granted.

15. Grant recipients receiving less than \$1,000 shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:

- (1) A copy of receipts for funding used; and
- (2) An outline of the impact of the grant upon the organization and community.

16. Grant recipients receiving \$1,000 or more shall submit a final report once the activity has been completed but not later than March 31 of the fiscal year in which it was awarded. The report shall include:

- (1) A copy of receipts for funding used;

- (2) An outline of the impact of the grant upon the organization and community; and
  - (3) The proposed project budget submitted with the original application with updates for actual revenue and expenditures.
17. Grant recipients shall keep proper books of accounts and receipts of all expenditures related to the project and shall make them available for inspection by the Town of Amherst upon request.
18. Non-compliance in number 17 above, could result in no funding being awarded in the future year(s).
19. Grant recipients are required to acknowledge the financial support of the Town of Amherst in all advertising, publicity, programs and signage for which funds are granted.
20. Grant recipients who fail to comply with these conditions may be required to return all or partial funds to the Town of Amherst and may be deemed ineligible for Community Support Grant funding in future years.

### **PUBLIC DISCLOSURE**

21. The Town of Amherst will provide financial information with respect to the budgeted amounts disbursed and actual amounts disbursed on an annual basis.
22. A summary of grant awards will be posted on the Town of Amherst's website in accordance with s.65C(1) of the *Municipal Government Act*.

#### Appendix A – "A" FRESH START – Maximum Annual Allocation \$35,000

This money would be granted in a program called "A" Fresh Start- Community Initiative. This program would be twice per year, with up to \$17,500 available each time. The process would be administered, and events convened, by the Amherst Recreation Department.

- (1) Applications
  - (a) Organizations may apply twice a year
  - (b) Organizations may only be chosen once every two years
  - (c) Application Deadlines
    - (i) April 1st for first public voting- in June
    - (ii) August 1st for second public voting- in October.
- (2) Qualifying applications
  - (a) In order to qualify the presentation, idea, or use of the money must be for creative, new events or initiatives or that enhance current programs. For example: a new cultural play, new event, festival, fundraising event with funds going back into Amherst and area, or new enhancement to an existing service or event.
  - (b) Normal ongoing operations of an organization do not qualify.
- (3) Selection Process
  - (a) All qualifying applicants, are eligible to be one of 5 FINALISTS reviewed by a staff committee and approved by Council at both the May and the September council meetings.
  - (b) The 5 selected are required to present at the public event in June and October.
- (4) Presentations
  - (a) The public meeting would be for 1 ½ hours from 7pm- 8:30 pm- June and October at the Community Credit Union Business Innovation Centre.
  - (b) All presenters and public are welcomed to attend.
  - (c) Those persons 16 years of age and over will be charged a \$2.00 fee at the door and will receive a ballot to vote.
  - (d) The door proceeds will be donated to a local charity
  - (e) Selected applicants are required to make presentations of 10 minutes each.
- (5) Decision making
  - (a) After all presentations are complete, members of the public who have paid for a ballot at the door will vote to rank the quality of the presentation.
  - (b) Council will review the applications immediately following the public event, taking into consideration the results of the presentation vote and other factors, and determine by vote final decision on funding to be allocated to the final 5.
  - (c) Awards
    - (i) Up to \$17,500.00 to be awarded, but all 5 chosen get an award- the money at the door is donated to charity.
    - (ii) Public vote on top 5– council then votes on final ranking of all 5.
- (6) Other
  - (a) Where applicable, while voting is going on- previous winner makes a presentation on how they spent the money for their cause.
- (7) Transition – As 2018/19 is the initial year of the program there will only be a fall event in the 2018/19 fiscal year.

- (8) Those receiving grants will receive 80% of the funding granted in advance of their event with the remaining 20% issued after completion of a final report that must be presented to the Town following the completion of the event.

Date: \_\_\_\_\_

**REQUEST FOR FINANCIAL SUPPORT**

**1. ORGANIZATION INFORMATION:**

Name of Organization: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**2. AMOUNT OF FUNDING ASSISTANCE BEING REQUESTED \$ \_\_\_\_\_**

**3. What is the purpose for the funding requested? (Sport and Physical Activity, Festivals and events, Organizational Equipment, Community Well-Being etc.)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Please attach a budget for the tournament, event or activity; include sources of revenue and ALL costs. **Please attach all documents that support the funding request.****

**5. What are the expected benefits to the community? (event participation numbers; local, regional, provincial or national attraction; time span; community assets being used; support from business community)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. Please list all funding sources and/or other community partners for this event:**

NAME	FUNDING IF ANY

**7. How many volunteers contribute to this event or festival: \_\_\_\_\_**



98 Victoria Street East, P.O. Box 516, Amherst, Nova Scotia, Canada B4H 4A1  
 Phone: (902) 667-3352 Fax: (902) 667-5409

**6. INFORMATION / DISCUSSION ITEMS**

**6.1 Communities in Bloom Report**  
 Information item; no direction given or action required.

**7. INTERNAL COMMITTEE REPORTS**

**7.1 Planning Advisory Committee**  
 Information item; no direction given or action required.

**7.2 Amherst Board of Police Commissioners**  
 Information item; no direction given or action required.

- 7.3 **Amherst Youth Town Council**  
Information item; no direction given or action required.
- 7.4 **Audit Committee**  
No report.


**8. EXTERNAL COMMITTEE REPORTS**


- 8.1 **Cumberland Public Libraries**  
No report.
- 8.2 **Cumberland YMCA**  
No report
- 8.3 **Cumberland Joint Services Management Authority**  
Information item; no direction given or action required.
- 8.4 **Northern Region Solid Waste Committee**  
Information item; no direction give or action required.
- 8.5 **L.A. Animal Shelter**  
No report.
- 8.6 **Senior Safety**  
Information item; no direction given or action required.
- 8.7 **Inter Municipal Tourism**  
No report
- 8.8 **Poverty Reduction**  
No report.

**9. ADJOURNMENT**

**Moved By Councillor Jones**  
**Seconded By Councillor Rhindress**  
**To adjourn the meeting at 7:30 P.M.**

**Motion Carried**

  
\_\_\_\_\_  
Kimberlee Jones  
Municipal Clerk

  
\_\_\_\_\_  
David Kogon, MD  
Mayor